

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

MARNIE SMITHERS,
Plaintiff,
v.

Civil Action No. 1:14-10132-FDS

UNITED HOME CARE SERVICES, INC.,
UNITED HAND AND REHABILITATION SERVICES, INC.,
DAWN NORTON DIGIAMMARINO,
AND NORMA RICHARDSON,

Defendants.

AGREEMENT FOR JUDGMENT

1. Judgment shall enter (however no admission of liability or fault shall be attributed or attributable to Defendants) in favor of Plaintiff Marnie Smithers and against the Defendants United Home Care Services, Inc., United Hand and Rehabilitation Services, Inc., Dawn Norton DiGiammarino, and Norma Richardson. An Execution shall issue forthwith. The parties waive all rights of appeal.

2. Pursuant to the parties' Settlement Agreement, payment of the judgment amount shall be made as follows:

First Installment	Received by Davids & Cohen on or before November 14, 2014
Second Installment	Received by Davids & Cohen on or before December 1, 2014
Third Installment	Received by Davids & Cohen on or before January 1, 2015
Fourth Installment	Received by Davids & Cohen on or before February 1, 2015
Fifth Installment	Received by Davids & Cohen on or before March 1, 2015
Sixth Installment	Received by Davids & Cohen on or before April 1, 2015

Seventh Installment Received by Davids & Cohen on or before May 1, 2015

Eighth Installment Received by Davids & Cohen on or before June 1, 2015

Ninth Installment Received by Davids & Cohen on or before July 1, 2015

Tenth Installment Received by Davids & Cohen on or before August 1, 2015

Eleventh Installment Received by Davids & Cohen on or before September 1, 2015

Twelfth Installment Received by Davids & Cohen on or before October 1, 2015

3. The judgment amount and the amount of each installment payment are confidential as set forth in the parties' Settlement Agreement, with any exceptions to confidentiality noted therein.

4. Counsel for the Plaintiff shall hold the Execution in escrow until the Judgment amount is paid in full, provided that, if the Defendants fail to make any of the payments as outlined herein or otherwise fail to comply in any way with the Settlement Agreement, counsel for the Plaintiff shall provide counsel for the Defendants with five (5) days' notice of the failure before seeking to execute on the Execution.

5. All parties shall be responsible for their own costs and attorney's fees incurred to date, however, Defendants shall be jointly and severally liable to the Plaintiff for all costs and attorney's fees associated with any steps taken or action needed to enforce the Settlement Agreement or to collect or otherwise execute on the Judgment, in addition to any unpaid amounts and interest under this Agreement.

MARNIE SMITHERS

By her Attorney,

UNITED HOME CARE SERVICES, INC.,
UNITED HAND AND REHABILITATION
SERVICES, INC.,
DAWN NORTON DIGIAMMARINO,
and NORMA RICHARDSON,

By their attorney,

/s/ Lana Sullivan

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/s/ Bradford Eliot Keene

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Dated: November 13, 2014

CERTIFICATE OF SERVICE

I hereby certify that this document filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies will be sent to those indicated as non-registered participants on November 13, 2014.

/s/ Lana Sullivan

Lana Sullivan